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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

OCEANA CAPITOL GROUP
LIMITED,

Plaintiff,

vs.

RED GIANT ENTERTAINMENT, INC.,
a Nevada Corporation

Defendant.

Case No.:

DEMAND FOR JURY

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff OCEANA CAPITAL GROUP LIMITED ("Plaintiff" or "Oceana Capital"), files this Original Complaint against RED GIANT ENTERTAINMENT, INC. ("Defendant"), and alleges as follows:

I. PREFACE

1. This action is filed to recover damages from Defendant based on Defendant's breach of contract and failure to pay debts currently due and owing to Plaintiff.

II. PARTIES

2. Plaintiff Oceana Capitol Group Limited is a British Virgin Islands business company ("Plaintiff").

3. Defendant Red Giant Entertainment, Inc. is a Nevada corporation with its principal place of business in Clermont, Florida ("Defendant"). Defendant may be served through its registered agent Laughlin Associates, Inc. at 9120 Double Diamond Parkway, Reno, Nevada 89521.

1 **III. VENUE AND JURISDICTION**

2 4. This Court has original jurisdiction over this proceeding pursuant to 28 U.S.C.
3 §1332(a)(2). Venue is proper in this Court pursuant to 28 U.S.C. §1391(b)(1).

4 5. There is complete diversity of citizenship between Plaintiff and Defendant.

5 6. Plaintiff is a citizen of the British Virgin Islands. Plaintiff's principal place of
6 business is in Tortola, British Virgin Islands.

7 7. Defendant is a Nevada corporation with its principal place of business in
8 Clermont, Florida.

9 8. This Court has subject matter jurisdiction over the controversy because the
10 damages are within the jurisdictional limits of the Court. Plaintiff seeks damages over \$75,000,
11 including penalties, costs, expenses, pre-judgment interest and attorney's fees.

12 **IV. CONDITIONS PRECEDENT**

13 9. All conditions precedent to filing this suit have been satisfied.

14 **V. BACKGROUND FACTS/CAUSES OF ACTION**

15 **Count I: Breach of Contract – Collections Case**

16 10. Plaintiff repeats and re-alleges each and every allegation contained in the
17 foregoing paragraphs as if fully set forth herein.

18 11. Plaintiff entered into Receivable Purchase Agreements ("RPAs") with creditors of
19 Defendant ("Creditors").

20 12. Pursuant to the RPAs, the Creditors sold, transferred and assigned to Plaintiff all
21 rights to payment against Defendant. Accordingly, Plaintiff is the rightful owner of such
22 obligations owed by Defendant, as represented by the purchased claims.

23 13. There is presently due and owing from Defendant to Plaintiff the full and entire
24 claim amount, which Defendant did not pay to the Creditors and has not paid to Plaintiff.

25 14. As a direct and proximate result of Defendant's failure to make payments owed,
26 Defendant is indebted to Plaintiff in the claim amount, inclusive of pre-judgment interest and
27 allowable costs and attorneys' fees.

1 **VI. JURY DEMAND**

2 15. Plaintiff demands a trial by jury.

3 **VII. PRAYER**

4 16. Plaintiff respectfully requests that Defendant be summoned to answer this
5 Complaint, that the case be tried before a jury, and that upon final judgment, Plaintiff recover its
6 damages as alleged herein, including its actual damages, pre-judgment and post-judgment
7 interest on the claim amount as allowed by law, and its costs and expenses of suit, including
8 reasonable attorney's fees. Plaintiff prays for such other and further relief to which it may be
9 justly entitled.

10 RESPECTFULLY SUBMITTED this 20th day of August, 2015.

11 ROBERTSON, JOHNSON,
12 MILLER & WILLIAMSON
13 50 West Liberty Street, Suite 600
14 Reno, Nevada 89501

15 By: /s/ Jarrad C. Miller
16 Jarrad C. Miller, Esq.
17 Attorney for Plaintiff
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